

CITY OF WINTERS

COMMUNITY DEVELOPMENT

PROJECT AREA PLAN

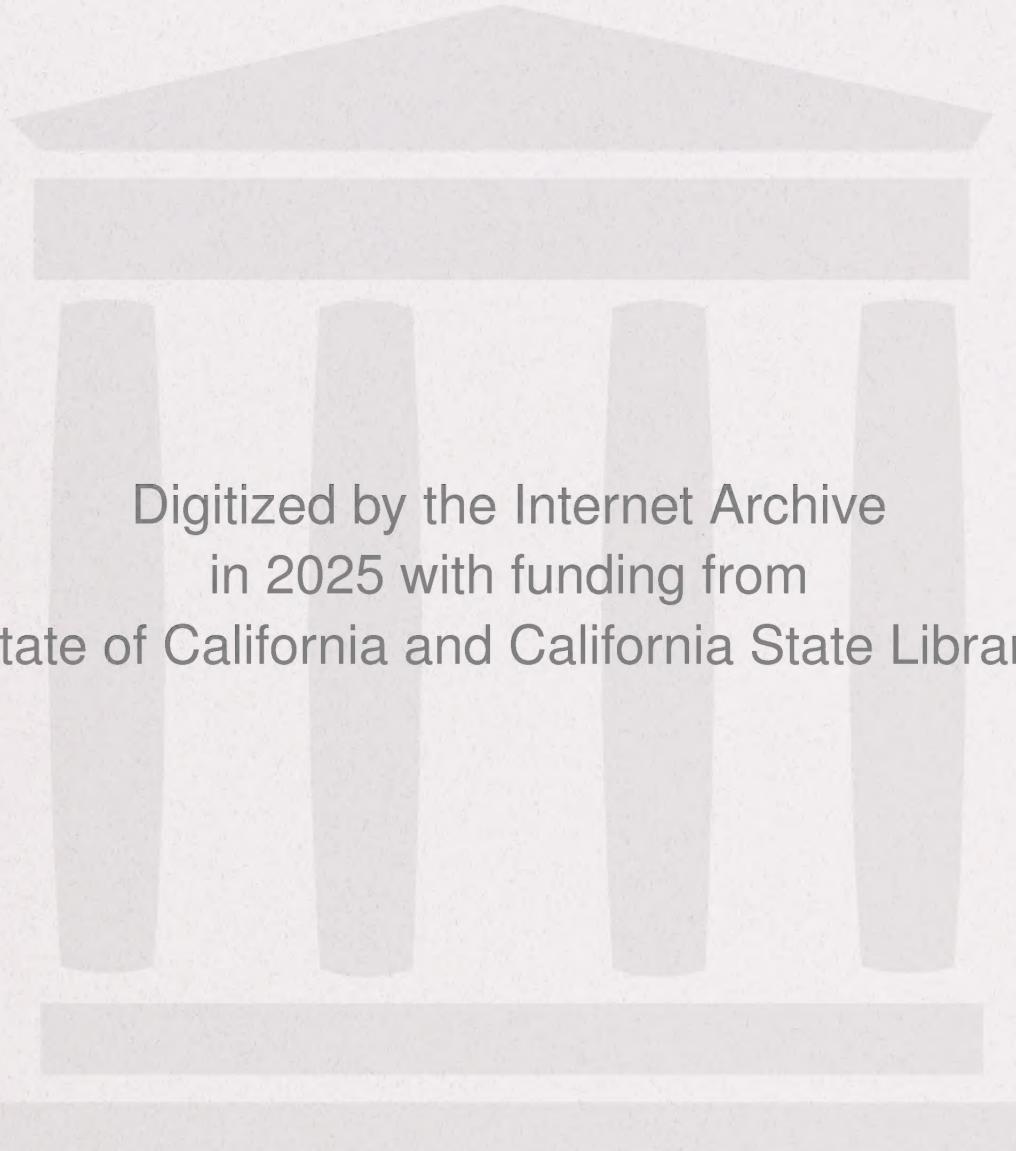
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Community Development Agency
of the
City of Winters

June, 1992



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PROJECT AREA PLAN***

Community Development Agency
of the
City of Winters

June, 1992

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I. INTRODUCTION

This City of Winters Community Development Project Area Plan has been prepared pursuant to the State Community Redevelopment Law (State Health and Safety Code, Section 33000 et seq.) and all other applicable state and local laws and requirements.

The language of the Plan is intended to satisfy two basic objectives:

1. To set forth the basic goals of the Community Development Agency and establish its authorities and responsibilities regarding the City of Winters Community Development Project Area.
2. To provide the Community Development Agency with the maximum ability, and flexibility, to implement its programs within the Community Development Project Area, especially in the area of financing public and private improvements.

It is important to note that any future amendment of the Community Development Plan, once it is finally adopted by the City Council, would require repetition of the many steps undertaken by the City Council and Agency Board to initially adopt it. With this consideration in mind, the Plan has been designed to reduce the need for additional land use and development regulations and processing procedures, as those that already exist in the City are sufficient, and to thereby reduce the potential need to amend the Plan should any of those City rules and regulations be changed. The language and level of specificity in the Community Development Plan will appropriately set forth the powers and duties of the Community Development Agency while also accommodating the changing needs and requirements of the development and redevelopment of the Project Area over time.

II. GENERAL DEFINITIONS

The following references will be used in this Community Development Plan unless the context otherwise requires:

- A. Agency means the Community Development Agency of the City of Winters, a redevelopment agency as provided for in the State Community Redevelopment Law.
- B. City means the City of Winters, California.
- C. Community Development or Redevelopment means those activities provided for in the State Community Redevelopment Law.
- D. County means the County of Yolo, California.
- E. Executive Director means the person authorized by the Agency, in accordance with its By-laws, to direct the day to day activities of the Agency.
- F. General Plan means the City of Winters General Plan, as it now exists or may hereafter be amended (including any specific plans or area plans that may be incorporated in or deemed a part thereof).
- G. Map means the City of Winters Community Development Project Area Plan Map (Exhibit A).
- H. Owner means any individual or entity owning "real property" as defined herein.
- I. Owner Participation Rules means the Agency's "Rules for Business Tenant Preference and Owner Participation," as adopted or subsequently amended by the Agency.
- J. Person means any individual, or any public or private entity.
- K. Personal Property means movable property, chattels, or other property not part of Real Property, defined below.
- L. Plan means the City of Winters Community Development Project Area Plan prepared under the State Community Redevelopment Law, as it now exists or may hereafter be amended.

CITY OF WINTERS COMMUNITY DEVELOPMENT PROJECT AREA PLAN

- M. Planning Commission means the Planning Commission of the City of Winters, California.
- N. Project means the City of Winters Community Development Project.
- O. Project Area means the area included within the boundaries of the City of Winters Community Development Project.
- P. Real Property means land, including land subject to flooding; buildings, structures, fixtures, and improvements on the land; and property appurtenant to or used in connection with the land; every estate, interest, privilege, easement, franchise, and right in land, including but not limited to rights-of-way, terms for years, and liens, charges, or encumbrances by way of judgment, mortgage or otherwise and the indebtedness secured by such liens.
- Q. Redevelopment Law means the Community Redevelopment Law of the State of California (California Health and Safety Code, Section 33000 et seq.).
- R. State means the State of California.
- S. Zoning Ordinance means the Zoning Ordinance, and any voter approved initiatives concerning the use of property, of the City of Winters, California, as now existing or hereafter enacted or amended.

III. PROJECT AREA BOUNDARIES

The City of Winters Community Development Project Area is shown on the Project Area Map, Exhibit A, attached hereto and by this reference made a part hereof. A legal description of the Project Area is contained in Exhibit B, attached hereto and by this reference made a part hereof.

IV. COMMUNITY DEVELOPMENT PROJECT GOALS

The State Community Redevelopment Law enables a local government to form a Community Development (Redevelopment) Agency when it determines that physical, social or economic problems, identified as "blight" or "blighting influences" in the State Community Redevelopment Law, exist within a community. Blight and blighting influences encompass a broad spectrum of definitions in the State Law, ranging from inadequate public improvements, to economic conditions that inhibit sound use or development of property, to physically deteriorated and dilapidated structures and facilities.

The Community Development Agency of the City of Winters proposes to use the authority provided to it by this Plan to eliminate or reduce blight and blighting influences presently existing within the City and the Project Area, as set forth in this Plan.

This action is necessary because within the Project Area there presently exists an inadequate circulation system; mixed and shifting land uses; inappropriate and fragmented parcelization; physical deterioration of property; and inadequate public improvements, including needed flood control and storm drainage facilities, recreation improvements, traffic signalization, street reconstruction, curb, gutter and sidewalk construction, parking facilities, street lighting, and municipal services facilities - all of which inhibit proper and desirable development of the Project Area.

The goals of the City of Winters General Plan are to be observed in all Community Development Project activity. The Specific and General Goals of the Community Development Plan are as follows:

SPECIFIC GOAL

The Specific Goal of the Plan is to eliminate or reduce the many instances of economic, physical and social blight presently existing within the boundaries of the City of Winters Community Development Project Area.

GENERAL GOALS

1. To provide a stable, diversified and stronger economic base for the Project Area and community.
2. To provide safer, more efficient, and economical movement of persons and goods within the Project Area and community.

3. To conserve and improve existing public facilities and to provide such new facilities as needed for the improvement of the Project Area.
4. To enhance the physical environment of the Project Area and to emphasize its favorable environmental characteristics.
5. To maximize opportunities for the revitalization, expansion and development of commercial and industrial uses within the Project Area.
6. To improve and increase the community's supply of affordable housing in a manner consistent with the Housing Element of the General Plan and the policies of the Community Redevelopment Law.
7. To accomplish these goals with minimum displacement of any property owner, resident or business person who may wish to remain within the Project Area.

V. DEVELOPMENT TECHNIQUES TO ACHIEVE PLAN OBJECTIVES

The Agency proposes to improve the economic, social and physical conditions within the Project Area by:

1. Installation, construction, or reconstruction of streets, utilities, landscaping and other on-site and off-site improvements.
2. Encouragement of development of land by private enterprise for use in accordance with this Plan.
3. Encouragement of renovation and improvement by private land owners.
4. Rehabilitation and rejuvenation of existing structures.
5. Limited acquisition of real property.
6. Limited demolition or removal of buildings and improvements.
7. Relocation assistance to displaced residential and nonresidential occupants.
8. Disposition of property for uses in accordance with this Plan.
9. Provision of financing and other assistance to those projects in conformance with the Plan and appropriate City Codes and Plans.

10. Utilization of tax-exempt financing vehicles available to the Agency, and the City, including but not limited to those authorized by the Redevelopment Construction Loan Act, those available through the general powers of the Agency, and those available via the Parking and Assessment District Statutes of the State of California.

It is anticipated that the financial and other assistance furnished by the Agency will provide sufficient incentive to the private sector to achieve the overall revitalization and improvement of the Project Area. Currently proposed Agency projects include, but are not limited to, those set forth in Exhibit C, attached hereto and by this reference made a part hereof.

A. Participation by Owners and Business Tenants

This section presents certain of the basic "ground rules" for Agency activity in working with private property owners and tenants within the Project Area. As a basic method of operation, the Agency will endeavor to coordinate all of its actions and to cooperate with private owners to ensure that Agency actions have a minimal negative impact on private property interests within the Project Area.

1. Opportunities for Owners and Business Tenants

The Agency shall extend reasonable preferences to persons who own property or are engaged in business in the Project Area, to continue in or reenter into business within the Project Area, if they meet the requirements prescribed in this Plan and the Agency's "Rules for Business Tenant Preference and Owner Participation," ("Owner Participation Rules").

It is the intention of the Agency that owners of real property within the Project Area, where feasible and consistent with achieving the goals and objectives of this Plan, be allowed to participate in this Development Project by: retaining all or a portion of their properties; acquiring adjacent or other properties in the Project Area; selling their properties to the Agency and purchasing other properties in the Project Area; and upgrading and developing their properties in conformance with this Plan and the Owner Participation Rules.

The Agency may determine, either on its own direction or pursuant to a request of a property owner, that certain property within the Project Area does not conform to this Plan, and the owner of such property shall be required to enter into an owner participation agreement with the Agency. Bases for an Agency determination of property non-conformance with this Plan may include, without limitation, uses on the property that are inconsistent with the goals and

objectives of this Plan or with the permitted land uses under this Plan, or existence of improvements or conditions on the property that do not meet the general controls and limitations set forth in Part VI of this Plan and/or the standards of any local, state or federal code or regulation (including, without limitation, the building code(s) of the City). Each property in the Project Area shall be considered to conform to this Plan, until and unless the Agency has determined by resolution that such property does not conform to this Plan.

The Agency may determine, either on its own direction or pursuant to a request of a property owner, that certain real property within the Project Area conforms or substantially conforms to the requirements of this Plan and that the owner of such property will therefore be permitted to remain a conforming owner without a participation agreement with the Agency, provided such owner continues to operate and use the real property within the requirements of this Plan.

In the event a conforming owner desires to (a) construct any additional improvements or substantially alter or modify existing structures on any of the real property described above as conforming, or (b) acquire additional real property within the Project Area, then the Agency may require such conforming owner to enter into a participation agreement with the Agency in the same manner as required for owners of nonconforming properties.

Any real property owned by a conforming owner outside of the designated conforming parcels and within the Project Area shall be considered and treated in the same manner as real property owned by other owners, i.e., it may be subject to a participation agreement with the Agency.

All of the provisions of this subsection are subject to the provisions of Section A.2 below for the selection of a master developer or developers to develop parcels within the Project Area.

2. Rules for Participation Opportunities, Priorities and Preferences, and Selection of Master Developers

As more fully set forth in the Agency's Owner Participation Rules, in the event the Agency determines, either on its own direction or pursuant to a request of a property owner, that it is in the best interest of the Project that several parcels within the Project Area be assembled and developed by a single property owner or other entity under a master developer plan, the Agency may select and designate a master developer for the parcels based on the proposed master developer's financial and technical ability to successfully undertake and complete the development program.

Any individual or other entity may apply to be selected as a master developer of two or more parcels in the Project Area. Upon such application, the Agency shall determine whether it is desirable to designate a master developer for such parcels and whether the applicant or another individual or entity meets the qualification to serve as the master developer. The Agency shall designate a qualified master developer unless, in its judgment, no property owner or other individual or entity meets the necessary qualifications or it is not desirable to designate a master developer for those parcels.

The rights of particular property owners and business tenants to participate in the redevelopment of their respective properties shall be subject to or limited by or eliminated by the inclusion of their property within a master development plan to be developed by another entity.

If the Agency determines that a particular parcel in the Project Area shall not be included in a master development plan, then the owner of the parcel and business tenants may participate in the redevelopment of property in accordance with the participation rules adopted by the Agency. In general, these rules provide that existing owners and business tenants within the Project Area be given non-financial preference, as more fully described in the participation rules, for reentry into business within the redeveloped Project Area. Owners will be required to submit proof to the Agency of their technical qualifications and financial ability to carry out their agreement with the Agency.

3. Participation Agreements

In the event a property owner is otherwise eligible pursuant to Section A.2 above to participate in the redevelopment of the property, the property owner, who is not a conforming owner, shall enter into a binding agreement with the Agency, at the option of the Agency, under which the property owner shall agree to rehabilitate, develop, or use the property in conformance with the Plan and to be subject to the provisions hereof. Such agreements shall be prepared by the Agency after consultation with the property owner. Agreements will contain a list of minimum improvements to be made for the specific property to which it applies.

In such agreements, participating property owners who retain real property shall be required to join in the recordation of such documents as are necessary in the determination of the Agency to make the provisions of this Plan applicable to their properties.

In the event a participating property owner fails or refuses to use or rehabilitate his or her property pursuant to this Plan and/or an owner participation

agreement, the Agency is authorized, but is not required, to acquire the real property or any interest therein which, if acquired, may be sold or leased for rehabilitation or development in accordance with this Plan.

It is anticipated that the acquisition of real property within the Project Area will be limited, and that the Agency's power of eminent domain will be used only in those instances in which the Agency determines that the acquisition of certain real property is necessary and in the best interest of the Project.

B. Property Acquisition

1. Acquisition of Real Property

The Agency may, but is not required to, acquire or obtain options to acquire real property located in the Project Area, by gift, devise, exchange, purchase, eminent domain or any other lawful method whatsoever. The Agency may also acquire any other interest in real property less than fee interest.

Since it is in the public interest and is necessary for the elimination of those conditions requiring redevelopment, the power of eminent domain may be employed by the Agency in some instances to acquire real property in the Project Area. However, the Agency shall not exercise the power of eminent domain when:

- a) The property in question is owned by a public body, unless prior consent is obtained from that public body.
- b) The property in question is improved with a structure and the Agency has determined by resolution that the rehabilitation of the structure and its proposed use is consistent with the objectives of the Plan and that such rehabilitation is in the best interest of the project and the owner has thereafter entered into an owner participation agreement with the Agency and is faithfully performing under the terms of the agreement.
- c) The property in question is improved by a structure and the Agency has determined by resolution that said structure and its use is consistent with the objectives of the Plan and in the sole determination of the Agency:
 - 1) the property is not needed for those specific activities outlined in the Plan, including for development by a master developer pursuant to Section A.2 above;

- 2) the property is not needed for the development of replacement housing for those displaced by Agency activity, if any;
- 3) the property is not needed for any other public improvement or facility;
- 4) the property is not needed to promote historical or architectural preservation;
- 5) the property is not needed to remove a blighting influence on surrounding properties which prevents achievement of the objectives of this Plan;
- 6) the property is not needed for the elimination of an environmental deficiency including, among other things, inadequate circulation, access or street layout, incompatible and mixed uses, overcrowding and small parcel size; or
- 7) the property is not needed for the removal of impediments to land development and disposition through assembly of land into appropriately sized and shaped parcels served by improved circulation and utilities.

Prior to any acquisition through eminent domain the Agency shall adopt a resolution declaring a need to acquire any specific property and authorizing the acquisition by such a method.

The Agency must commence eminent domain proceedings with respect to any property it intends to acquire within twelve years from the date of adoption of the ordinance including such property in the Project Area. The time limit on commencing an action in eminent domain cannot be extended without further amendment to the Plan.

2. Acquisition of Personal Property

Generally, personal property shall not be acquired. However, where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

C. Cooperation with Public Bodies

Certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, or operation of this Project. The Agency shall seek the aid and cooperation of such public bodies and shall attempt to coordinate this Plan with the activities of such public bodies in order to accomplish the purposes of redevelopment and the highest public good.

The Agency by law is not authorized to acquire real property owned by public bodies without the consent of such public bodies. The Agency, however, will seek the cooperation of all public bodies which own or intend to acquire property in the Project Area. The Agency shall have the right to impose on all public bodies the planning and design controls contained in the Plan to insure that present uses and any future development by public bodies conform to the requirements of this Plan. Any public body which owns or leases property in the Project Area will be afforded all the privileges of owner and tenant participation if such body is willing to enter into a participation agreement with the Agency.

D. Property Management

During such time as property in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for redevelopment.

E. Relocation of Persons or Businesses Displaced by the Project

When undertaken, the relocation of persons and businesses will be subject to the following standards:

1. Assistance in Finding Other Locations.

The Agency shall assist all families and single persons displaced by Agency actions pursuant to the Plan in finding other locations and facilities. There are, in areas in the City, other than the Project Area (areas not generally less desirable in regard to public utilities and public and commercial facilities and at rents or prices within the financial means of the families and persons displaced from the Project Area), decent, safe and sanitary dwellings equal in number to the number of and available to such displaced families and persons and reasonably accessible to their places of employment. In order to carry out the Project with a minimum of hardship to persons displaced from their homes, the Agency shall assist individuals and families in finding housing that is

decent, safe, sanitary, within their financial means, in reasonable and convenient locations, and otherwise suitable to their needs. The Agency is also authorized to provide housing outside the Project Area for displaced persons.

2. Relocation Payments.

The Agency may pay reasonable moving expenses to persons (including families, business concerns and others) displaced by Agency action pursuant to the Plan. This provision is not intended to provide incentives for commercial and industrial business to move out of the Project Area. The Agency may make such relocation payments for moving expenses where the Agency determines it is in the best interest of the Project and not to do so would create a hardship on the persons involved. The Agency may make such other payments as may be in the best interest of the Project and for which funds are available. The Agency shall make all relocation payments required by applicable law.

F. Demolition, Clearance, Public Improvements, and Building and Site Preparation

1. Demolition and Clearance

The Agency is authorized to demolish, clear or move buildings, structures, and other improvements from any real property owned or acquired by the Agency in the Project Area as necessary to carry out the purposes of this Plan.

2. Public Improvements

The Agency is authorized to install and construct or to cause to be installed and constructed the public improvements and public utilities (within or outside the Project Area) necessary to carry out this Plan. Such public improvements include, but are not limited to, over or underpasses, bridges, streets, curbs, gutters, sidewalks, street lights, sewers and sewage systems, flood control facilities, storm drains, traffic signals, fire and police facilities, school facilities, community and governmental facilities, electrical and natural gas utility systems, water production, treatment and distribution systems, parking facilities, plazas, playgrounds, landscaped areas, rail line and right-of-way relocation or modification, and any other public improvements as may be necessary to the successful redevelopment of the Project Area. Currently proposed Agency projects include, but are not limited to, those set forth in Exhibit C attached hereto.

Among the techniques the Agency may employ to cause the financing and construction of the above-referenced public improvements and public facilities is participation in payments to assessment districts, Mello-Roos community facility districts, or other similar districts established pursuant to applicable law to finance construction of such public improvements and public facilities.

3. Preparation of Building and Development Sites

The Agency is authorized to prepare or cause to be prepared as building and development sites any real property in the Project Area owned or acquired by the Agency.

The Agency may take any actions which it determines are necessary and which are consistent with other state and federal laws to remedy or remove hazardous waste from property in the Project Area in accordance with the requirements of Health and Safety Code Section 33420.5.

G. Rehabilitation and Moving of Structures by the Agency

1. Rehabilitation

The Agency is authorized to rehabilitate or to cause to be rehabilitated any building or structure in the Project Area acquired by the Agency. The Agency is also authorized and directed to advise, encourage, and assist in the rehabilitation of property in the Project Area not acquired by the Agency.

2. Moving of Structures

As necessary in carrying out this Plan, the Agency is authorized to move or cause to be moved any building or other structure to a location within or outside the Project Area.

H. Property Disposition and Development

1. Real Property Disposition and Development

a. General

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. To

the extent permitted by law, the Agency is authorized to dispose of real property by negotiated leases or sales without public bidding, but in all cases in which public bidding is not undertaken, a public hearing shall be held concerning the lease or sale of the real property.

All real property acquired by this Agency in the Project Area shall be sold or leased for development for the uses permitted in the Plan. Real property may be conveyed by the Agency to the City or any other public body without charge.

Property containing buildings or structures rehabilitated by the Agency shall be offered for resale within one year after completion of rehabilitation or an annual report concerning such property shall be published by the Agency as required by law.

The Agency shall reserve such powers and controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to insure that development is carried out pursuant to this Plan.

b. Purchase and Development by Participants

Pursuant to the provisions of this Plan and the Owner Participation Rules adopted by the Agency, the Agency may offer real property in the Project Area for purchase and development by owners and business-tenant participants prior to the time that real property is made available for purchase and development by persons who are not owners or business-tenants in the Project Area.

c. Purchase and Development Documents

To provide adequate safeguards to insure that the provisions of this Plan will be carried out and to prevent the recurrence of blight, all real property sold, leased, or conveyed by the Agency, as well as all property subject to participation agreements, shall be made subject to the provisions of this Plan by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the zoning ordinance, conditional use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the office of the Recorder of the County.

The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, conditions and covenants running

with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provision necessary to carry out this Plan.

All property in the Project Area is hereby subject to the restriction that there shall be no discrimination or segregation based upon race, color, creed, marital status, ancestry, religion, sex, or national origin, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area. All property sold, leased, conveyed, or subject to a participation agreement shall be made expressly subject by appropriate documents to the restriction that all deeds, leases, or contracts for the sale, lease, sublease, or other transfer or use, occupancy, tenure or enjoyment of land in the Project Area shall contain such nondiscrimination and nonsegregation clauses as are required by law, and as set forth in Section I. herein. Appropriate covenants running with the land which will prohibit such restrictions shall be included in the disposition documents.

d. Development

To the extent now or hereafter permitted by law, the Agency is authorized to pay for all or part of the value of the land and the cost of the installation and construction of any building, facility, structure, or other improvements either within or outside the Project Area for itself or for any public body or entity to the extent that such improvements would be of benefit to the Project Area.

During the period of development in the Project Area, the Agency shall insure that the provisions of this Plan and of other documents formulated pursuant to this Plan are being observed, and that development in the Project Area is proceeding in accordance with development documents and time schedules.

The Agency shall require that development plans on property acquired from the Agency or on property subject to an owner participation agreement be submitted to Agency staff for review. All development must conform to the Plan and all applicable Federal, State, and local laws. All development plans must be submitted to, processed and approved by the City, including requirements for Planning Commission action.

e Obligations to be Imposed on Developers

- 1) Purchasers of land acquired from the Agency within the Project Area shall be required to develop such land in accordance with the provisions of this Plan. No building, sign or structure shall be constructed upon any part of such land unless architectural plans and specifications, showing the nature of such construction, parking, loading, surface treatment and landscaping, the location and orientation of structure(s) on the building site and the grading plans for the building site to be built upon, shall have been submitted to the Agency for review. All such plans must then be submitted to, processed and approved by the City, including requirements for Planning Commission action.
- 2) Acquirers, users or developers of land acquired from the Agency or subject to an Owner Participation Agreement within the Project Area must commence the erection of any building, prosecute diligently the work thereon and complete it within such reasonable period of time as agreed upon with the Agency.
- 3) Persons who are engaged in business in the Project Area shall be granted preference by the Agency to reenter in business within said Area after redevelopment if they otherwise meet the requirements prescribed by the Plan.
- 4) The acquirer, user, or owner shall be responsible for complying with all applicable State and local laws, ordinances and codes, in effect from time to time.

2. Personal Property Disposition

For the purpose of this Plan, the Agency is authorized to sell, lease, exchange, transfer, assign, pledge, encumber, or otherwise dispose of personal property.

I. Prevention of Discrimination

1. General

Property owners and developers shall comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, color, creed, religion, sex, marital status, ancestry, or national origin, adopted in the sale, lease or occupancy of the property.

Pursuant to California Health and Safety Code (Sections 33337 and 33435-33436), contracts entered into by the Agency relating to the sale, transfer or leasing of land, or any interest therein acquired by the Agency within the Project Area, shall include the provisions of this section in substantially the form set forth herein, and such contracts shall further provide that the provisions of this section shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties, or other transferees under the instrument.

2. Deeds, Leases and Contracts

The following requirements shall pertain to all real estate transactions in which the Agency provides financial or non-financial assistance to the respective property.

All deeds, leases or contracts for sale, lease, sublease or other transfer of any land in the Project Area shall contain the following nondiscrimination clauses as prescribed by California Health and Safety Code, Section 33436 (as amended):

In deeds the following language shall appear:

"The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

In leases, the following language shall appear:

"The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any persons or group of persons on account of race, color, creed, religion, sex, marital status,

national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment, of the premises herein leased, nor shall the lessee, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, occupancy, or tenants, sublessees, subtenants, or vendees in the premises herein leased."

3. Duration

The covenants in deeds, leases, and contracts from or with the Agency, with respect to Prevention of Discrimination shall remain in effect in perpetuity.

VI. LAND USE REGULATIONS

A. Overview of Regulations

The City of Winters has a General Plan, as required by State law. The permitted land uses and land use standards of the Community Development Plan shall be those set forth in the General Plan, as it now exists or may be amended in the future. Also, all provisions of the Zoning Ordinance and land use initiatives, as they now exist or may be amended or adopted in the future, shall apply to developments in the Project Area, and all development in the Project Area shall comply with all other applicable state and local laws, codes and ordinances in effect from time to time, in addition to any requirements of the Agency imposed pursuant to this Plan. Finally, all applicable City zoning and planning processes shall continue to have full effect and shall continue to serve as the primary determinant for land use decisions in the Project Area.

B. Permitted Land Uses

As noted in the overview to this Part, the Plan adopts the land uses set forth in the General Plan as the permitted uses within the Project Area. It is intended that the land uses set forth in the General Plan now or as it may hereafter be amended shall be the land uses governing the Plan.

C. Streets and Rights-of-way

All streets within the Project Area may be widened, altered, or vacated for purposes of development of the Project. New streets may be created as necessary. The configuration of streets within the Project Area (including existing streets to be

retained) shall be as shown on the General Plan Circulation Element. These public rights-of-way shall be used for vehicular and/or pedestrian traffic as well as for public improvements, public and private utilities, and activities typically found in the public rights-of-way. Any and all street vacations pursuant to this Plan shall be in accordance with the City's public hearing requirements as well as all other applicable law including, but not limited to, those provisions set forth in the California Streets and Highways Code and local land use initiatives.

D. General Controls and Limitations

All real property in the Project Area is hereby made subject to the controls and requirements of this Plan. No real property shall be developed, rehabilitated, or otherwise changed or used after the date of adoption of the Plan except in conformance with the Plan and all applicable State and local laws and standards in effect from time to time.

1. New Construction

All new construction shall comply with all applicable State and local laws in effect from time to time.

2. Rehabilitation

Any structure within the Project Area which will be retained as part of this Plan shall not be altered, reconstructed, or rehabilitated unless it is done so in conformance with this Plan and any and all guidelines which may be adopted by the Agency to assist in the implementation of the Plan. This conformity shall extend to the architectural character, the public spaces and other elements as required by the City and/or Agency.

3. Open Spaces and Landscaping

The approximate amount of open space to be provided within the Project Area is set forth in the General Plan and is included as part of the goals of this Plan. These areas include, but are not limited to, the total of all areas which will be in the public rights-of-way, open space areas, the space around buildings, and all other outdoor areas not permitted through applicable limits of land coverage to be covered by buildings. Landscaping plans may be required to be submitted to the Agency for review and approval.

4. Non-Conforming Uses

The Agency is authorized to permit existing uses to remain or proposed uses to be created, which uses do not otherwise conform to the provisions of this Plan, provided that such uses are determined by the City under its applicable laws to be acceptable, and with such conditions as the City may apply.

5. Incompatible Uses

No use or structure which by reason of appearance, traffic, smoke, glare, noise, odor, or other similar factors that would be incompatible with the surrounding areas or structures shall be permitted in any part of the Project Area.

6. Resubdivision of Parcels

After rehabilitation and development pursuant to a Participation Agreement adopted by the Agency and pursuant to this Plan, no parcel in the Project Area, including any parcel retained by a conforming owner or participant shall be resubdivided without the approval of the Agency.

7. Utilities

The Agency will work with all utility companies to encourage the undergrounding of utility equipment, including, but not limited to, the following: transformer vaults or pads, water meters and valves, telephone pull boxes, manhole inlets, drain facilities, and Cable television.

8. Variances

Under exceptional circumstances, the Agency, upon the recommendation of the City, is authorized to permit variances from the limits, restrictions, and controls established by the Plan. In order to permit such a variance the City shall determine that:

- a. The application of one or more of the provisions of this Plan would result in unnecessary hardship to the property owner; and
- b. There are exceptional circumstances or conditions applicable to the property or to the intended development of the property which do not apply generally to other properties having the same standards, restrictions, and controls; and

- c. Permitting a variance from the limits, restrictions, or controls of this Plan will not be materially detrimental to the public welfare or injurious to property or improvements in the area; and
- d. Permitting a variance will not be contrary to the objectives of this Plan.

No such variance shall be granted which changes a basic land use pursuant to this Plan or which permits other than a minor departure from the provisions of this Plan. In permitting any such variance, the Agency, upon the recommendation of the City, shall impose such conditions as are necessary to protect the public health, safety, or welfare, and to assure compliance with the objectives of the Plan.

E. Standards for Development

Within the limits, restrictions, and controls established in the Plan, the Agency, upon the recommendation of the City, is authorized to establish specific building heights, building coverage, design criteria, architectural character, landscaping character, sign character, traffic circulation ingress and egress, and any other development and design control necessary to implement the Plan. Said controls would relate to both private and public areas within the Project Area. No new development shall be constructed and no existing improvements shall be substantially modified, altered, repaired, or rehabilitated except in accordance with the aforementioned standards for development. Said standards may be adopted by the Agency upon the recommendation of the City.

1. Height and Bulk

On any building site the height and bulk of structures shall be regulated as provided in the Zoning Ordinance and any land use initiatives.

2. Density

The maximum permitted density of development (including dwelling unit density) on any building site shall be regulated as provided in the Zoning Ordinance and any land use initiatives.

3. Dwelling Units

The number of dwelling units within the Project Area shall be regulated as provided in the Zoning Ordinance and any land use initiatives.

F. Building Permit

1. Review of Applications

Upon the adoption of the Plan, no permit shall be issued for the construction of any new building or the addition to or rehabilitation of any existing building in the Project Area until the application for such permit has been processed in the manner herein provided. Any permit that is issued hereunder must be for construction or maintenance which conforms to the provisions of the Plan.

The procedure for filing an application for a building permit shall be the same procedure currently used by the City in processing building permit applications. Upon receipt of an application by the Building Division, the Building Division shall submit said application to the Executive Director of the Agency, or to the authorized designee(s) of the Executive Director, for review to determine if the proposed improvements conform to this Plan. Within fifteen (15) days thereafter, the Executive Director or the designee(s) shall submit a report to the Building Division on said application. Said report shall:

- a) Deny the application.
- b) Approve the application.
- c) Approve the application with modifications or conditions deemed to be necessary by the Executive Director.

After receipt of the report or after 15 days from the submittal of the application to the Executive Director or the designee(s), whichever occurs first, the Building Division shall issue the permit with conditions, if any, as set forth in the Executive Director's report, or shall deny the issuance of the permit pursuant to the Executive Director's report.

2. Appeal

The applicant or the Agency may appeal the Executive Director's decision to withhold, conditionally allow, or allow the issuance of such a permit, pursuant to established City procedures. The appeal must be made to the Agency Board of Directors within thirty (30) days from the date of the Executive Director's Report.

VII. METHODS FOR FINANCING THE PROJECT

A. General Description of the Proposed Financing Method

Upon adoption of the Plan by the City Council, the Agency is authorized to finance this Project with financial assistance from the City of Winters, Yolo County, State of California, Federal Government, property tax increments, interest income, Agency notes and bonds, and any other available source, including private sector loans and grants.

The advances for survey and planning and the operating capital for administration of this Project may come through loans from the City. Such loans shall be on terms established by the City and the Agency. The City may also supply additional assistance through City loans and grants for various public facilities.

As available, gas tax funds or special voter approved overrides for transportation systems improvements, from either the State of California or the County of Yolo may be used toward the cost of the street system and related improvements. There will also be some revenue accruing to the Project from interest earned on investments of Agency funds.

The Agency is hereby authorized to obtain advances, borrow funds and create indebtedness and other obligations in carrying out this Plan in accordance with budgets to be adopted by the Agency as required by law. The principal and interest on such advances, funds, indebtedness and other obligations, may be paid from tax increments or any other funds available to the Agency.

B. Tax Increments

All taxes levied upon taxable property within the Project Area each year by or for the benefit of the State of California, County of Yolo, City of Winters, any district, or other public corporation (hereinafter sometimes called "taxing agencies") after the effective date of the ordinance approving this Plan, shall be divided (per Section 33670 of the Health and Safety Codes) as follows:

1. That portion of the taxes which would be produced by the rate upon which the tax is levied each year by, or for, each of the taxing agencies upon the total sum of the assessed value of the taxable property in the Project Area (as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency), last equalized prior to the effective date of such ordinance, shall be allocated to and when collected shall be paid into the funds of the respective taxing agencies as taxes by, or for, said taxing

agencies on all other property paid. For the purpose of allocating taxes levied by or for, any taxing agency or agencies which did not include the territory of the Project Area on the effective date of such ordinance but to which such territory has been annexed or otherwise included after such effective date, the assessment roll of the County of Yolo last equalized on the effective date of said ordinance shall be used in determining the assessed valuation of the taxable property in the Project on the effective date; and

2. That portion of said levied taxes each year in excess of such amount shall be allocated to and when collected shall be paid into a special fund of the Agency to pay the principal of and interest on loans, monies advanced to, or indebtedness (whether funded, refunded, assumed or otherwise) incurred by the Agency to finance or refinance, in whole or in part, this Project. Unless and until the total assessed valuation of the taxable property in the Project Area exceeds the total assessed valuation of the taxable properties in such Project as shown by the last equalized assessment roll referred to in paragraph (1) hereof, all of the taxes levied and collected upon the taxable property in the Project shall be paid into the funds of the respective taxing agencies. When said loans, advances, and indebtedness, if any, and interest thereon, have been paid, all monies thereafter received from taxes upon the taxable property in the Project shall be paid into the funds of the respective taxing agencies as taxes on all other property are paid.

The portion of taxes mentioned in subdivision 2. above may be irrevocably pledged by the Agency for the payment of the principal of and interest on money advanced, loans, or any indebtedness (whether funded, refunded, assumed or otherwise) by the Agency to finance or refinance the Project in whole or in part.

The Agency is authorized to make such pledges as to specific advances, loans, indebtedness, and other obligations as appropriate, in carrying out the Project.

As to the tax increment generated within the Project Area, no loans, advances or indebtedness shall be established or incurred by the Agency after the expiration of forty years from the date upon which this Plan was adopted, without amendment of this Plan.

As to the tax increment generated within the Project Area, no more than \$121,000,000 plus any amounts required to be paid to affected taxing agencies pursuant to Health and Safety Code Section 33401 agreements together with any prorated amounts required to be set aside for affordable housing activities may be divided and allocated to the Agency without amendment of this Plan.

As to bonds issued by the Agency to be repaid in whole or in part from the allocation of taxes pursuant to Health and Safety Code Section 33670, the principal amount of such bonded indebtedness outstanding at any one time shall not exceed \$25,000,000.

The Agency may in any year during which it owns property in a redevelopment project pay directly to any city, county, city and county, district, including but not limited to, a school district, or other public corporation for whose benefit a tax would have been levied upon such property had it not been exempt, an amount of money in lieu of taxes.

A proportionate share of any amount of money paid by an agency to any city and county pursuant to this section shall be disbursed by the city and county to any school district with territory located within the community in the city and county. "Proportionate share," as used in this section, means the ratio of the school district tax rate which is included in the total tax rate of the city and county, to the total tax rate of the respective parcels in the Project Area.

The Agency may also pay to any taxing agency with territory located within the Project Area, other than the City of Winters, any amounts of money which the Agency has found are necessary and appropriate to alleviate any financial burden or detriment caused to any taxing agency by the Project. The payments to a taxing agency in any single year shall not exceed the amount of property tax revenues which would have been received by the taxing agency if all the property tax revenues from the Project Area had been allocated to all the affected taxing agencies without regard to the division of taxes required by Health and Safety Code Section 33670, except that a greater payment may be established by agreement between the Agency and one or more taxing agencies, except a school district, if such other taxing agencies agree to defer payments for one or more years in order to accomplish the purposes of the Project at an earlier time than would otherwise be the case. The amount of any such greater payments shall not exceed the amount of payment deferred. The payments shall be approved by a resolution, adopted by the Agency, which shall contain findings, supported by substantial evidence, that the redevelopment project will cause or has caused a financial burden or detriment to the taxing agency and that the payments are necessary to alleviate the financial burden or detriment.

The requirement that the Agency may make payments to a taxing entity only to alleviate a financial burden or detriment, as defined in Health and Safety Code Section 33012, and only after approval by a resolution which contains specified findings, shall apply only to payments made by the Agency pursuant to an agreement between the Agency and a taxing entity which is executed by the Agency

on or after the effective date of amendments to the Health and Safety Code enacted by the Statutes of 1984.

C. Bonds

The Agency may issue its bonds for any corporate purpose or for the purpose of refunding bonds it has previously issued. The principal and interest payable on such bonds may be paid from:

1. the income and revenues of the Project;
2. the tax increment funds allocated to the Agency;
3. the Agency's revenues generally;
4. taxes imposed pursuant to 7202.6 or 7280.5 of the Revenue and Taxation Code which are pledged therefor;
5. any contributions or other financial assistance from the state or local government;
6. repayment of loans or other forms of indebtedness to the Agency;
7. private parties;
8. any other source permitted by law; and
9. any combination of the above sources.

D. Other Loans and Grants

Any other loans, grants, or financial assistance from any other public or private source may be utilized if available.

VIII. ACTIONS BY THE CITY

The City shall aid and cooperate with the Agency in carrying out this Plan and shall take all actions necessary to ensure the continued fulfillment of the purposes of the Plan and to prevent the recurrence or spread in the area of conditions causing blight. Action by the City may include, but not be limited to, the following:

- A. Initiation and completion of proceedings for opening, closing, vacating, widening, or changing the grades of streets, alleys, and other public rights-of-way, and for other necessary modifications of the streets, the street layout, and other public rights-of-way in the Project Area. Such action by the City shall include proceedings for the abandonment and relocation of public utilities in the public rights-of-way as appropriate to carry out this Plan.

- B. Initiation and completion of proceedings necessary for changes and improvements in publicly-owned public utilities within or affecting the Project Area.
- C. Initiation of proceedings for revision of zoning, where necessary within the Project Area, to permit the land uses and development authorized by this Plan.
- D. Imposition wherever necessary (by conditional use permits or other means) of appropriate controls, within the limits of this Plan, upon parcels in the Project Area to ensure their proper development and use.
- E. Provision for administrative enforcement of this Plan by the City after development. The City and the Agency shall develop and provide for enforcement of a program for continued maintenance by owners of all real property, both public and private, within the Project Area throughout the duration of this Plan.
- F. Construction of any public improvements serving the purposes of this Plan. The costs to the City of such construction may be reimbursed by the Agency from Project revenues.
- G. Establishment of assessment district or similar financing methods to collect fees from property owners and developers in the Project Area for purposes of Project financing.
- H. Performance of the above, and of all other functions and services relating to public health, safety, and physical development normally rendered in accordance with a schedule which will permit the development of the Project Area, to be commenced and carried to completion without unnecessary delay.

IX. ENFORCEMENT

After development, the administrative enforcement of the Plan or other documents implementing the Plan shall be performed by the City or the Agency.

The provisions of the Plan or other documents entered into pursuant to the Plan may also be enforced by Court litigation instituted by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, reentry, injunctions, or any other remedies appropriate to the purposes of the Plan. In addition, any recorded provisions which are expressly for the benefit of owners of property in the Project Area, may be enforced by such owners.

X. DURATION OF THIS PLAN

Except for the nondiscrimination and nonsegregation provisions, which shall run in perpetuity, the provisions of the Plan shall be effective and the provisions of other documents formulated pursuant to the Plan may be made effective for 45 years from the date of adoption of this Plan by the City Council.

XI. CONSTRUCTION OF REPLACEMENT HOUSING

Pursuant to Section 33334.5 of the California Health and Safety Code, the Agency shall, within four years of the destruction or removal of low and moderate income housing, develop, construct, or cause to be rehabilitated, developed, or constructed, for rental or sale to families of low and moderate income, an equal number of replacement dwelling units at affordable rents or sales prices within the Project Area or within the territorial jurisdiction of the Agency, in accordance with all of the provisions of Sections 33413 and 33413.5 of the California Health and Safety Code.

XII. PROCEDURE FOR AMENDMENT

This Plan may be amended by means of the procedure established in the Redevelopment Law, as the same now exists or as hereafter amended, or by any other procedure hereafter established by law.

XIII. SEVERABILITY

If any provision, section, subsection, subdivision, sentence, clause or phrase of the Plan is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portion or portions of the Plan.

XIV. AUTHORITY OF THE AGENCY

To the extent legally permissible, the Agency is hereby authorized to undertake any redevelopment activity or exercise any power not already included herein, provided such action is not inconsistent with this Plan.

City of Winters

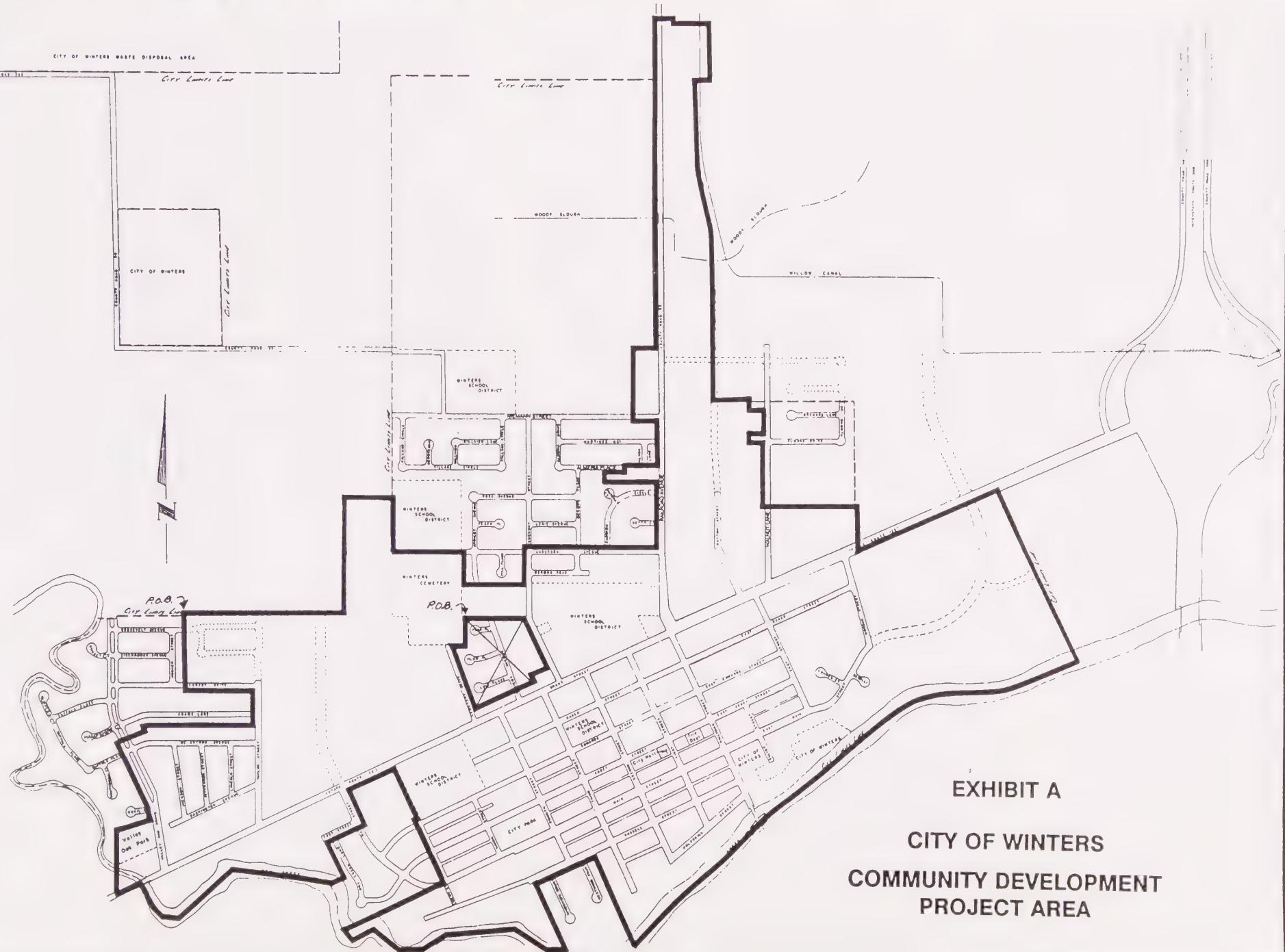


EXHIBIT A

CITY OF WINTERS

COMMUNITY DEVELOPMENT

PROJECT AREA

EXHIBIT B
LEGAL DESCRIPTION OF THE CITY OF WINTERS
COMMUNITY DEVELOPMENT PROJECT AREA

The City of Winters Community Development Project Area consists of one complete part, with one exception area, as more particularly described as follows:

PROJECT AREA

Beginning at a point on the City Limits line which is also the northwesterly corner of a certain parcel (APN 3-43-3) fronting on the northerly side of Kennedy Drive; thence easterly along the City Limits line and the northerly property line of said property and a continuation of said property line 1,290 feet, more or less, to an angle point in the City Limits line, which point is also the southwesterly corner of a certain parcel (APN 30-22-26) located westerly of a Winters School District property fronting on the northerly side of Anderson Avenue; thence northeasterly along the westerly property line of said property and the City Limits line 220 feet, more or less, to an angle point in said property line and City Limits line; thence northerly along the westerly property line of said property and City Limits line 1,052 feet, more or less, to the northwesterly corner of said property; thence easterly along the northerly property line of said property and City Limits line 495.61 feet, more or less, to the northeasterly corner of said property;

thence southerly along the easterly property line of said property 515 feet, more or less, to a point which is the southwesterly corner of a certain parcel (APN 3-011-40) of the Winters School District fronting on the northerly side of Anderson Avenue; thence easterly along the southerly property line of said property 686.24 feet, more or less, to the southeasterly corner of said property; thence southerly, crossing Anderson Avenue, 50 feet, more or less, to a point on the southerly right-of-way line of Anderson Avenue, which point is also the northeasterly corner of a certain parcel (APN 3-281-32) fronting on the southerly side of Anderson Avenue; thence southerly along the easterly property line of said property 319.16 feet, more or less, to a point on said property line which is also the southwesterly corner of a certain parcel (APN 3-392-4) fronting on the westerly side of Apricot Avenue;

thence easterly along the southerly property line of said property and a continuation of said property line, crossing Apricot Avenue, 649.61 feet, more or less, to the southeasterly corner of a certain parcel (APN 3-392-17) fronting on the westerly side of Hemenway Street, which point is also on the westerly right-of-way line of Hemenway Street; thence northerly along the westerly right-of-way line of Hemenway Street 372.85 feet, more or less, to the northwesterly corner of the intersection of Hemenway Street and Anderson Avenue; thence easterly along the northerly right-of-way line of Anderson Avenue, crossing Hemenway Street, Mermad Place and Carrion Circle, 1,263.84 feet, more or less, to the southeasterly corner of a certain parcel (APN 3-41-32) fronting on the westerly side of Railroad Avenue (County Road No. 89), which point is also on the westerly right-of-way line of Railroad Avenue (County Road No. 89);

thence northerly along the westerly right-of-way line of Railroad Avenue (County Road No. 89), crossing Betty Court and Carrion Circle, 676.195 feet, more or less, to the northeasterly corner of a certain parcel (APN 3-41-16) fronting on Carrion Circle at Railroad Avenue (County Road No. 89); thence westerly along the northerly property line of said property and a continuation of said property line 420.15 feet, more or less, to a point which is the southwesterly corner of a certain parcel (APN 3-424-26) fronting on both Almeria Place and Railroad Avenue (County Road No. 89); thence northerly along the westerly property line of said property 100.03 feet, more or less, to a point which is on the

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southerly right-of-way line of Almeria Place; thence easterly along the northerly property line of said property and the southerly right-of-way line of Almeria Place 126.15 feet to the easterly terminus of Almeria Place; thence northerly along the westerly property line of said property and easterly terminus right-of-way line of Almeria Place 50 feet, more or less, to the northwesterly corner of said property; thence easterly along the northerly property line of said property, crossing the terminus right-of-way line of Malaga Lane, 294 feet, more or less, to the northeasterly corner of said property, which point is also on the westerly right-of-way line of Railroad Avenue (County Road No. 89);

thence northerly along the westerly right-of-way line of Railroad Avenue (County Road No. 89), crossing Martinez Way, 581.06 feet, more or less, to the southwesterly corner of the intersection of Railroad Avenue (County Road No. 89) and Niemann Street (County Road No. 33); thence westerly along the southerly right-of-way line of Niemann Street (County Road No. 33) 230 feet, more or less, to a point opposite the southwesterly corner of a certain parcel (APN 30-22-10) fronting on Railroad Avenue (County Road No. 89) at Niemann Street (County Road No. 33);

thence northerly, crossing Niemann Street (County Road No. 33), 60 feet, more or less, to the southwesterly corner of said property; thence continuing northerly along the westerly property line of said property 621.39 feet, more or less, to the northwesterly corner of said property; thence easterly along the northerly property line of said property 230 feet, more or less, to the northeasterly corner of said property, which point is also on the westerly right-of-way line of Railroad Avenue (County Road No. 89); thence northerly along the westerly right-of-way line of Railroad Avenue (County Road No. 89) 3,320 feet, more or less, to an angle point in the City Limits line, which point is also opposite the northwesterly corner of a certain parcel (APN 38-05-27) fronting on the easterly side of Railroad Avenue (County Road No. 89); thence easterly along the City Limits line 60 feet, more or less, crossing Railroad Avenue (County Road No. 89), and continuing easterly 60 feet, more or less, across a parcel of the Southern Pacific Transportation Company, to the northwesterly corner of said property;

thence continuing easterly along the City Limits line and the northerly property line of said property and a continuation of said property line 410.83 feet, more or less, to an angle point in the City Limits line which is also the northeasterly corner of a certain parcel (APN 38-05-52) located easterly of the aforesaid parcel and the Yolo County Irrigation Canal; thence southerly along the City Limits line and easterly property line of said property 669 feet, more or less, to an angle point in the City Limits line which is also the southeasterly corner of said property; thence westerly along the City Limits line and southerly property line of said property 165 feet, more or less, to an angle point in the City Limits line which is also the northeasterly corner of a certain parcel (APN 38-05-65) fronting on the easterly side of Railroad Avenue (County Road No. 89); thence southerly along the City Limits line and the easterly property line of said property and a continuation of said property line 847.18 feet, more or less, and thence 729.71 feet more or less, and thence 1,098.04 feet more or less, and thence 471.67 feet, more or less, to an angle point in the City Limits line, which point is also the northwesterly corner of a certain parcel (APN 3-36-2) fronting on the westerly side of Walnut Lane (North East Street); thence easterly along the City Limits line and northerly property line of said property 341.41 feet, more or less, to a point which is the northwesterly corner of a certain parcel (APN 3-36-1) fronting on the westerly side of Walnut Lane (North East Street);

thence southerly along the westerly property line of said property 90 feet, more or less, to the southwesterly corner of said property; thence easterly along the southerly property line of said property 150 feet, more or less, to the southeasterly corner of said property, which point is also on the westerly right-of-way line of Walnut Lane (North East Street); thence southerly along the westerly right-of-way line of Walnut Lane (North East Street) 291.57 feet, more or less, to a point which is the northeasterly corner of a certain parcel (APN 3-36-12) fronting on the westerly side of Walnut Lane (North East

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Street); thence westerly along the northerly property line of said property 150 feet, more or less, to the northwesterly corner of said property; thence southerly along the westerly property line of said property 90 feet, more or less, to the southwesterly corner of said property; thence easterly along the southerly property line of said property 150 feet, more or less, to the southeasterly corner of said property, which point is also on the westerly right-of-way line of Walnut Lane (North East Street);

thence southerly along the westerly right-of-way line of Walnut Lane (North East Street) 527.82 feet, more or less, to a point opposite the northwesterly corner of a certain parcel (APN 3-35-7) fronting on the easterly side of Walnut Lane (North East Street); thence easterly, crossing Walnut Lane (North East Street), 50 feet, more or less, to said northwesterly corner of said property; thence easterly along the northerly property line of said property 825.1 feet, more or less, to the northeasterly corner of said property, which point is also on the City Limits line; thence southerly along the City Limits line and easterly property line of said property 349.31 feet, more or less, to the southeasterly corner of said property, which point is also on the northerly right-of-way line of Grant Avenue (State Route 128) and is an angle point in the City Limits line; thence southeasterly along the City Limits line, crossing Grant Avenue, 90 feet, more or less, to a point on the southerly right-of-way line of Grant Avenue, which point is also an angle point in the City Limits line;

thence easterly along the City Limits line and a continuation of the City Limits line and southerly right-of-way line of Grant Avenue 1,533 feet, more or less, to the northeasterly corner of a certain parcel (APN 38-7-14), which point is also an angle point in the City Limits line; thence southerly, along the easterly property line of said parcel and City Limits line 1,874 feet, more or less, to the southeasterly corner of said parcel, which point is also an angle point in the City Limits line and is on the Yolo County/Solano County line; thence westerly along the City Limits line and County line 1,908 feet, more or less, to an angle point in the City Limits line which is also the southeasterly corner of a certain parcel (APN 3-48-21) fronting on Main Street; thence continuing southwesterly along the City Limits line and southerly property line of said property 445 feet, more or less, to the southeasterly corner of a certain parcel (APN 3-222-1) of the City of Winters fronting on Main Street;

thence continuing southwesterly along the City Limits line and southerly property line of said property 588.06 feet, more or less, and thence continuing southwesterly 590 feet, more or less, to a point on the easterly right-of-way line of Railroad Street; thence continuing southwesterly along the City Limits line 1,550 feet, more or less, to a point which is an angle point in the City Limits line, which point is also the southeasterly corner of a certain parcel (APN 3-23-8) situated at the terminus of Third Street; thence continuing southwesterly along the City Limits line and southerly property line of said property 182 feet, more or less, to the southwesterly corner of said property; thence northerly along the westerly property line of said property and a continuation of said property line 1,150 feet, more or less, to a point which is the northwesterly corner of a certain parcel (APN 03-23-9) fronting on Russell Street, which point is also on the southerly right-of-way line of Russell Street; thence westerly along the southerly right-of-way line of Russell Street, crossing Westwood Court and Riverview Court, 665 feet, more or less, to the northwesterly corner of a certain parcel (APN 03-23-17) fronting on Russell Street;

thence southerly along the westerly property line of said property 376.62 feet, and thence westerly 31 feet, and thence southerly 235.38 feet, and thence westerly 60 feet, and thence southerly 633.76 feet to the southwesterly corner of said property, which point is also on the City Limits line; thence southwesterly along the City Limits line 144.32 feet, more or less, to an angle point in the City Limits line; thence continuing along the City Limits line northwesterly 568.92 feet, thence northerly 116.31 feet, thence northeasterly 486.95 feet, thence northwesterly 101.98 feet, thence northwesterly 180.79 feet, thence westerly 448.37 feet, thence westerly 272.60 feet, thence southwesterly 152.16 feet, thence westerly 23.18 feet, thence continuing westerly 104.68 feet, thence northwesterly 146.91

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feet, thence northerly 40 feet, more or less, and thence northwesterly 155 feet, more or less, to a point which is the northwesterly corner of a certain parcel (APN 3-183-41) situated northerly of the terminus of Russell Street;

thence northeasterly along the northerly property line of said property and a continuation of said property line which becomes the southerly right-of-way line of Main Street 632 feet, more or less, to a point opposite the southeasterly corner of a certain parcel (APN 3-401-8) fronting on Main Street; thence northerly, crossing Main Street, and continuing along the westerly right-of-way line of Emery Street, crossing Abbey Street and Edwards Street, 676 feet, more or less, to a point on the northerly right-of-way line of Edwards Street which is also the southwesterly corner of a certain parcel (APN 3-13-1) of the Winters School District situated between Grant Avenue and Edwards Street; thence northerly along the westerly property line of said property 570 feet, more or less, to the northwesterly corner of said property, which point is also on the southerly right-of-way line of Grant Avenue; thence westerly along the southerly right-of-way line of Grant Avenue 478.28 feet, more or less, to the northwesterly corner of said property, which point is also the southeasterly corner of the intersection of Grant Avenue and Main Street; thence southerly along the westerly property line of said property and easterly right-of-way line of Main Street 392.21 feet, more or less, to a point opposite the northeasterly corner of a certain parcel (APN 3-403-24) fronting on Main Street, which point is also the southwesterly corner of the intersection of Main Street and Cody Street;

thence southwesterly, crossing Main Street, 60 feet, more or less, to the northeasterly corner of said property and southwesterly corner of said intersection of Cody Street and Main Street; thence continuing southwesterly along the northerly property line of said property and a continuation of said property line and southerly right-of-way line of Cody Street, crossing Dry Creek Lane, 350 feet, more or less, to the terminus of Cody Street, which point is also the northwesterly corner of a certain parcel (APN 3-402-24) fronting on Dry Creek Lane; thence southerly along the westerly property line of said property and a continuation of said property line 303.84 feet, more or less, and thence continuing southerly 96.42 feet, more or less, to a point which is the southwesterly corner of a certain parcel (APN 3-402-19) fronting on Dry Creek Lane, which point is also on the City Limits line; thence northwesterly along the City Limits line 467.28 feet, more or less, and thence southwesterly 169.62 feet, and thence westerly 314.16 feet, and thence northwesterly 291.72 feet, and thence southwesterly 174.5 feet, and thence southwesterly 117.40 feet, and thence southwesterly 324.17 feet, and thence northwesterly 419.01 feet to a point on the City Limits line which is also on the southerly right-of-way line of Grant Avenue;

thence continuing along the City Limits line 33 feet, more or less, to a point in the center of Grant Avenue, which point is also an angle point in the City Limits line; thence southwesterly along the City Limits line and centerline of Grant Avenue 290 feet, more or less, to an angle point in the City Limits line; thence northerly along the City Limits line 581.20 feet, more or less, to a point which is the northwesterly corner of a certain parcel (APN 3-45-10) fronting on Valley Oak Drive; thence easterly along the northerly property line of said property 155.18 feet, more or less, and thence continuing easterly 195 feet, more or less, to the northeasterly corner of said property, which point is also on the westerly right-of-way line of Valley Oak Drive; thence northerly along the westerly right-of-way line of Valley Oak Drive, crossing Quail Court and McArthur Avenue, 766.67 feet, more or less, to a point opposite the northwesterly corner of a certain parcel (APN 3-442-22) fronting on Valley Oak Drive;

thence crossing Valley Oak Drive and continuing along the northerly property line of said property 200 feet, more or less, to the northeasterly corner of said property, which point is on the westerly property line of a certain parcel (APN 3-442-23) fronting on McArthur Avenue; thence northerly along the westerly property line of said property 27.65 feet, more or less, to the northwesterly corner of

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said property; thence easterly along the northerly property line of said property 90.57 feet, more or less, to the northeasterly corner of said property, which point is also the northwesterly corner of a certain parcel (APN 3-442-24) fronting on McArthur Avenue; thence easterly along the northerly property line of said property and a continuation of said property line 1,009.2 feet, more or less, to a point on the westerly right-of-way line of Taylor Street; thence northerly along the westerly right-of-way line of Taylor Street, crossing Adams Lane, 380.40 feet, more or less, to the southwesterly corner of the intersection of Taylor Street and Kennedy Drive; thence westerly along the southerly right-of-way line of Kennedy Drive 660 feet, more or less, to a point opposite the southwesterly corner of a certain parcel (APN 3-43-3) fronting on the northerly side of Kennedy Drive; thence crossing Kennedy Drive and continuing along the westerly property line of said property 706.96 feet, more or less, to the Point of Beginning.

Exception Area

Beginning at a point which is the northwesterly corner of a certain parcel (APN 3-341-3) fronting on Pear Place; thence easterly along the northerly property line of said property and a continuation of said property line, crossing Apricot Avenue, 643.07 feet, more or less, to a point which is the northeasterly corner of a certain parcel (APN 3-281-7) fronting on the westerly side of Hemenway Street, which point is also on the westerly right-of-way line of Hemenway Street; thence southerly along the westerly right-of-way line of Hemenway Street 74.95 feet, more or less, and thence 480 feet, more or less, to the southeasterly corner of a certain parcel (APN 3-281-12) fronting on Hemenway Street; thence southwesterly along the southerly property line of said property 253.08 feet to the southwesterly corner of said property, which point is also the northwesterly corner of a certain parcel (APN 3-281-16) fronting on Hemenway Street; thence southerly along the westerly property line of said property 67.86 feet, more or less, to a point which is the southeasterly corner of a certain parcel (APN 3-342-22) fronting on Apricot Avenue; thence westerly along the southerly property line of said property and a continuation of said property line, crossing Apricot Avenue, 157.73 feet, more or less, to a point on the westerly right-of-way line of Apricot Avenue;

thence northerly along the westerly right-of-way line of Apricot Avenue 20 feet, more or less, to a point which is the southeasterly corner of a certain parcel (APN 3-341-35) fronting on Luis Place; thence westerly along the southerly property line of said property and a continuation of said property line 435.76 feet, more or less, to a point which is the southwesterly corner of a certain parcel (APN 3-341-30) fronting on Luis Place; thence northerly along the westerly property line of said property and a continuation of said property line 661.91 feet, more or less, to a point which is the northwesterly corner of a certain parcel (APN 3-341-15) fronting on Plum Place; thence easterly along the northerly property line of said property and a continuation of said property line 105.42 feet, more or less, to a point which is the southwesterly corner of a certain parcel (APN 3-341-5) fronting on Pear Place; thence northerly along the westerly property line of said property and a continuation of said property line 268.71 feet, more or less, to the Point of Beginning.

PROJECT AREA SIZE

The total area of the City of Winters Community Development Project Area is 669 acres.

EXHIBIT C

PROPOSED COMMUNITY DEVELOPMENT AGENCY PROJECTS

WATER SYSTEM: (Funded generally at 10% of total costs)

Install Main Lines (including costs of contracting, engineering, legal and administrative):

4th Street - 1,600' of 6"
Russell Street - 1,700' of 6"
3rd Street - 525' of 6"
Main Street - 5,600' of 12"
Grant Street (east of Dutton) - 800' of 12"
Railroad Street (north of Grant) - 850' of 12"
Taylor Street - 1,350' of 12"
McArthur Street - 1,200' of 8"
Washington Street - 1,050' of 8"
Edwards Street - 2,100' of 8"
Abbey Street - 2,600' of 8"
Mermod Place - 900' of 8" (partial share)
Mermod Road - 550' of 8"
Well #2 to East Street - 12"
Lincoln Street - 450' of 8"
Jefferson Street - 550' of 8"
Jackson Street - 650' of 8"

Refurbish Well #1 (added project, 100% funding)

Install system-wide telemetry (100% funding)

Auxiliary Well Motor (100% funding)

STREETS:

Widen Grant Street (Dry Creek - I-505) (100% funding)

Acquire Grant Street ROW

Grant Street striping & landscaping

Signals: Grant/E. Main and Grant/R.R.

Rebuild Railroad Avenue (south of Grant) - 1,300' (100% funding)

Acquire Railroad Avenue ROW

Rebuild Railroad Avenue (Grant-Anderson) - 800' (partial share)

Rebuild Railroad Avenue (Anderson-NASP) - 4,000' (partial share)

Rebuild Taylor Street - 1,400' (100% funding)

Rebuild Anderson Street - 3,000' (partial share)

Rebuild Main Street (Emery-E. Recycle) - 3,750' (100% funding)

Rebuild Putah Creek Bridge with pedestrian walk (10% funding)

Construct New Putah Creek Bridge and Dam (10% funding)

Rebuild Mermod Place (south of Anderson) (100% funding)

Rebuild Mermod Road (100% funding)

Extend Elliot Street (Abbey to Grant) - 3,000' (10% funding)

Assist Grant Street/Railroad Avenue Assessment District (partial share)

Utility Undergrounding (added project, 25% funding)

CITY OF WINTERS COMMUNITY DEVELOPMENT PROJECT AREA PLAN

SUMMARY OF PROPOSED AGENCY PROJECTS (Continued)

WASTE WATER SYSTEM: (Funded generally at 25% of total costs)

Installation of New Sewer Mains (including costs of contracting, engineering, legal and administrative):

Grant Street (Railroad-East) - 24" (100% funding)
East Street - 30"
Taylor Street - 10" (100% funding)
Washington Street - 8"
Washington Street - 10"
1st Street - 8"
1st Street - 10"
1st Street - 12"
Railroad Street - 8"
Railroad Street - 24"
Railroad Street (Anderson-Grant) - 12"

COMMUNITY FACILITIES: (Funded generally at 100% of total costs)

Develop Rotary Park.
Construct Performing Arts/Cultural Center.
Relocate Corp Yard to vicinity of old City Dump site.
Construct Teen Center.
Construct Civic Center.
Develop Joint Community Facilities.
Gym Renovation.
Remodel library.
Develop Senior Center.

PUBLIC SAFETY FACILITIES: (Funded generally at 100% of total costs)

Acquire land, new public safety building.
Acquire County share of present Fire Department building and adjacent County owned building and property.

GENERAL ECONOMIC DEVELOPMENT ASSISTANCE: (Funded generally at 100% of total costs)

Low interest loan program for earthquake retro-fit and code compliance.
Grant and loan program for general business/industrial attraction, expansion, modernization.
Downtown Improvements.

AFFORDABLE HOUSING (Mandatory 20% minimum of Agency Revenues):

At least 20% of all Agency Tax Increment revenues must be applied to affordable housing programs, such as housing rehabilitation, modernization, handicapped access, energy conservation, and new construction of affordable housing. Any eligible household in entire community may participate in such programs.

U.C. BERKELEY LIBRARIES



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